

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen / 954-797-2093

PREPARED BY: Will Allen

SUBJECT: Resolution

AFFECTED DISTRICT: District 1

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE DEVELOPMENT AGREEMENT AND CONTRACT FOR PURCHASE AND SALE BETWEEN THE DAVIE CRA AND DOWNTOWN DAVIE DEVELOPMENT CORPORATION CONCERNING THE REDEVELOPMENT OF THE .96 ACRE PARCEL AT THE SOUTHEAST CORNER OF DAVIE ROAD AND SW 41 STREET; AND PROVIDING FOR AN EFFECTIVE DATE

REPORT IN BRIEF: Two documents relating to the redevelopment of the .96 acre site currently owned by the CRA at the southeast corner of Davie Road and SW 41 Street are presented for ratification of the Town Council. The first document is a developers agreement and the second is a contract for sale and purchase from the Davie CRA to the Downtown Davie Development Corporation.

The parameters of the development agreement include establishing the terms and conditions of the development for a proposed mixed use building consistent with the plan submitted in response to the RFP. The proposed three story building has an area of approximately 35,220 sq. ft. of retail uses on the ground floor, offices on the second floor, and residential uses on the third floor. The developer will be responsible for obtaining all of the necessary approvals for development including site plan approval and building permits within maximum timeframes. Based on the discussion at the April 24, 2006 CRA meeting, a document entitled Delegation of Continuing Obligations and Reservation of Rights was drafted and included as an exhibit. This document specifies the timeframes for activities concerned with construction and reserves the right for the CRA to repurchase the property if deadlines are not met. The CRA also has the right of first refusal to purchase the property in the event an offer is made to purchase by another party. The developer also is requiring that 20% of residential units be affordable units.

The CRA also has obligations per the agreements. The CRA is committed to utilize the Commercial Loan Subsidy Program in an amount at the discretion of the CRA. The CRA is also providing for a means for the off-site water retention. In the proposed budget for the CRA is a line item for the first phase of the Eastside drainage plan which will provide an outfall for this development and others in the area. In the course of negotiations there were a number of issues which were addressed and resolved including parking. It should be noted that shared parking is

allowed in the Western Theme area as is parking along the right-of-way. There is also public parking which is within 900 feet of the subject property which may need to be used to meet code requirements.

CONCURRENCES: The CRA Board approved the development agreement and contract for sale and purchase at the June 26, 2006 meeting and the September 9, 2006 meeting.

FISCAL IMPACT: N/A

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Developers Agreement
Contract For Sale And Purchase

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE DEVELOPMENT AGREEMENT AND CONTRACT FOR PURCHASE AND SALE BETWEEN THE DAVIE CRA AND DOWNTOWN DAVIE DEVELOPMENT CORPORATION CONCERNING THE REDEVELOPMENT OF THE .96 ACRE PARCEL AT THE SOUTHEAST CORNER OF DAVIE ROAD AND SW 41 STREET; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Davie CRA authorized issuance of an Request for Proposals to redevelop property owned by the CRA at the southeast corner of Davie Road and SW 41 Street at the August 20, 2004 meeting; and

WHEREAS, the Davie CRA approved the selection of Downtown Davie Development Corporation as the developer of the site pending negotiation of a sales contract with the developer at the November 16, 2004 CRA meeting; and

WHEREAS, the Davie CRA reviewed and approved the Development Agreement and Contract for Purchase and Sale at their June 26, 2006 meeting and September 5 meeting concerning the length of time that a unit must be considered affordable.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie, Florida ratifies the Development Agreement and Contract for Purchase and Sale between the Davie CRA and Downtown Davie Development Corporation concerning the redevelopment of the .96 acre parcel at the southeast corner of Davie Road and SW 41 Street.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006

DEVELOPMENT AGREEMENT

DOWNTOWN DAVIE AT DAVIE ROAD AND S.W. 41ST STREET

This DEVELOPMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 2006 by and between **THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, whose mailing address is 4700 Davie Road, Suite C, Davie FL 33314 (the "CRA") and **DOWNTOWN DAVIE DEVELOPMENT CORPORATION**, a Florida corporation, whose mailing address is 2924 Davie Road, Suite 202, Davie, FL 33314 (the "Developer").

WITNESSETH:

WHEREAS, the Town Council of the Town of Davie created the CRA pursuant to Chapter 163, Part III, Florida Statutes, and Sections 12-395 through 12-409 of the Town of Davie (the "Town") Code of Ordinances, as amended; and

WHEREAS, the CRA is the owner of approximately .96 acres of property located at the southeast corner of the intersection of Davie Road and S.W. 41st Street, Davie, FL (the "Property") which Property is legally described as shown on Exhibit "A"; and

WHEREAS, on September 10, 2004, the Town of Davie issued a Request for Proposals (the "RFP") for the acquisition and development of the Property consistent with the requirements of the CRA's Redevelopment Plan; and

WHEREAS, the Developer submitted its Proposal for development of the Property for mixed use including office/retail and multi-family residential use on November 16, 2004 which Proposal was deemed responsive to the RFP, in furtherance of the public interest and of the purposes of Chapter 163, Part III, and consistent with the CRA's Redevelopment Plan; accordingly, the Proposal was accepted and approved by the Board of Commissioners of the CRA;

WHEREAS, contemporaneously with the approval of this Development Agreement, the CRA and the Developer are entering into a contract for the Purchase and Sale of the Property ("Contract for Purchase and Sale") pursuant to which the Developer will acquire the Property; and

WHEREAS, pursuant to the requirements of Section 163.380, Florida Statutes, the CRA has given public notice of its intent to dispose of certain of its real property and has accepted the proposal of the Developer for redevelopment of the Property subject to the terms of this Agreement and the Contract for Purchase and Sale; neither this Agreement

nor the Contract for Purchase and Sale shall be effective until the expiration of the statutory notice period provided in Section 163.380.

Now, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein the parties agree as follows:

ARTICLE I

RECITALS, PURPOSE, PROJECT DESCRIPTION, AND FINDINGS

1.1. Recitals. The foregoing recitations, contained in the "Whereas Clauses", are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part thereof.

1.2 Purpose of Agreement. The purpose of this Agreement is to establish the relationship between the CRA and Developer and to provide for the terms and conditions of the development of the Property (the "Project"). It is the intent of the parties hereto that the construction of the Project, and public improvements associated therewith, will enhance the quality of life and improve the aesthetic and useful enjoyment of the citizens of the Town of Davie through eradication of blight conditions, all in accordance with and in furtherance of the Redevelopment Plan as authorized by, and in accordance with, the provisions of Florida law, the Town's Code of Ordinances and land development regulations, and its Comprehensive Plan including its Land Use Plan. The Project Site ("Project Site") is located at the southeast corner of the intersection of Davie Road and S.W. 41st Street in the Town of Davie.

1.3 Project Description. The Project comprises a three-story approximately 35,220 square foot mixed use building which includes office, commercial, retail, and residential uses and related parking and other on and off-site Infrastructure Improvements and amenities. Twenty (20%) per cent of the residential units included within the Project shall be affordable housing units to be purchased by buyers with family income of 120% of the median income for Broward County residents. A project development plan ("Project Development Plan") containing a detailed description of the square footage and location within the building for each use, building elevations, number and location of parking spaces and other aspects of the development is attached as Exhibit "B". The parties acknowledge that the provisions of Section 12-392 of the Town of Davie Code relating to use of off-site parking to meet parking requirements of the Project are applicable.

1.4 Affordable Housing

1.4.1 As provided in Section 1.3, twenty (20%) per cent of the residential units ("Affordable Housing Units") shall be sold to one or more natural persons ("Qualified Persons") who have a total annual gross household income that does not exceed 120% of the median annual income adjusted for family size for households within

Broward County, Florida, as approved by the Town of Davie Housing and Community Development Director (the "Director"). The Developer shall forward to the Director income information obtained from potential purchasers and the Director shall be responsible for verifying the accuracy of such information and confirming to the Developer that the prospective purchaser qualifies under this Section 1.4.

1.4.2 Any person who purchases an Affordable Housing Unit must occupy such Affordable Housing Unit as a principal residence. Owners of Affordable Housing Units who sell their units within ten (10) years after the purchase thereof must agree that the selling purchase price thereof shall not be in excess of the sum of: (a) the purchase price paid by such seller for purchase of the Affordable Housing Unit; (b) ordinary and reasonable closing costs paid by the seller; and (c) an amount equal to the greater of (i) 2% per annum for the period the person owned the Affordable Housing Unit; or (ii) the increase in the all items Consumer Price Index for the southern United States for such period. The foregoing restrictions shall be reflected in deed restrictions included in the deed of sale of the Affordable Housing Unit, the form of which is attached hereto as Exhibit "F". Such restrictions shall remain effective against a given Affordable Housing Unit for a total period not to exceed ten (10) years from the date of the first purchase of such Affordable Housing Unit by a Qualified Person.

1.5 CRA Findings.

1.5.1. The CRA has determined that the Project is consistent with, and furthers the goals and objectives of, the Redevelopment Plan and that the construction and development of the Project will promote the health, safety, morals and welfare of the residents of the Town.

1.5.2. The CRA has complied with all requirements of the Town's Charter and Code of Ordinances governing the disposition, sale, or conveyance of CRA owned real property.

1.5.3 The CRA has complied in all respects with the requirements of Section 163.380(3)(a), Florida Statutes, relating to the disposition, conveyance, and sale of real property that is the subject of this Agreement within the Community Redevelopment Area.

ARTICLE II DEFINITIONS

As used in the Agreement the following terms shall have the meaning set opposite each:

2.1 Building Plans. The documents required for the construction of the Vertical Improvements that include the site plan for the Project and the plans required by

Town to obtain all building, engineering or other permits required to construct the Project.

2.2 Contract Administrator. The Redevelopment Administrator of the CRA, his or her deputy or his or her designee.

2.4 CRA. The Town of Davie Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, and by Sections 12-395 through 12-409 of the Town's Code of Ordinances.

2.5 Developer. Downtown Davie Development Corporation, a Florida corporation.

2.6 Improvements. The Infrastructure and Vertical Improvements constructed by the Developer.

2.7 Infrastructure Improvements. Improvements on public or private property to be constructed within and adjacent to the Project Site as specified in Exhibit "C", including the development of plans and specifications, designs, tests, engineering studies and drawings or renovations therefore to be constructed by the Developer, that are necessary to construct the Vertical Improvements, including, but not limited to, paving, lighting and landscaping, water, sewer and storm drainage systems to service the Project, sewers and sewer connections and upgrades, if required, roads and sidewalks in accordance with this Agreement.

2.8 Plans and Specifications. The documents required for the construction of the Infrastructure and Vertical Improvements that may include predesign plans and drawings, preliminary plans and drawings, schematic design documents, design development documents, together with all amendments and modifications thereof, approved by the CRA, Developer and Town and such other entities with authority over the Improvements.

2.10 Project. The Project as described in Section 1.2 of this Agreement.

2.11 Project Development Plan. The Project Development Plan as described in Section 1.3 and Exhibit "B" of this Agreement.

2.12 Project Schedule. The schedule and timeframe for submittal of the applications for approvals required by this Agreement, and for the commencement, and completion of Improvements pursuant to this Agreement, as further described in Article IV and Exhibit "D" of this Agreement.

2.13 Project Site. The Project Site as described in Section 1.2 and Exhibit "A" of this Agreement.

2.14 Vertical Improvements. Any buildings, structures and other improvements as shown on the Project Development Plan to be constructed within the Project Site in accordance with this Agreement, including without limitation all residential units, commercial, office and retail structures and all other improvements appurtenant to such residential units, commercial, office and retail structures.

2.15. Effective Date. This Agreement shall be effective and binding upon the parties on the date upon which the last of the CRA and the Developer has signed the Agreement and the Town Council of the Town of Davie has ratified the Agreement.

ARTICLE III PERMITTING, CONSTRUCTION, AND DEVELOPMENT

3.1 Scope of Development. The Developer shall be responsible for arranging, managing, overseeing, coordinating and administering the total development of the Project as set forth on the Project Development Plan, attached hereto as Exhibit "B", subject to the terms and conditions provided in this Agreement. The Project Development Plan is hereby approved by the CRA. Any proposed modifications to the Project Development Plan shall be submitted to the CRA for its approval. The Developer shall construct and develop, or cause to be constructed and developed, all Improvements which the Developer is obligated to construct and develop in accordance with the Project Schedule, and subject to the conditions established in this Agreement.

3.2 Approvals, Permits and Fees.

3.2.1 Developer Obligations. The Developer will be responsible for obtaining from all authorities having jurisdiction, at its sole cost and expense, all required approvals for development of the Project including, any required rezoning, special exception or conditional use, variance, and site plan approvals and including compliance with all requirements of the Town's Western Theme Overlay District. All Vertical Improvements shall be constructed by the Developer pursuant to a building or engineering permit or permits, as applicable, issued by the Town covering each such improvement. The Developer is responsible for obtaining all required permits for Infrastructure Improvements as applicable and required from any and all jurisdictional authorities. The Developer shall be responsible for all fees associated with any and all applications and permits including impact and utility fees and other fees and charges imposed by the Town or any other authority having jurisdiction of the Project.

3.2.2 Compliance with Codes. The Project shall be constructed in accordance with the Florida Building Code, ordinances and all other applicable Town, State and Federal laws, rules, regulations and requirements.

3.2.3 CRA Cooperation. The CRA will work with the Developer in support of the Developer's applications to process all necessary approvals for the Project.

3.2.4 Consistency of Plans. Prior to the submission to the Town of an application for the building permit for construction of the Vertical Improvements or for the first engineering permit for construction or installation of the Infrastructure Improvements, the Developer shall submit the final Plans and Specifications for the Infrastructure Improvements and the Building Plans to the Contract Administrator for a determination that the Plans and Specifications and Building Plans or both are consistent with the Project Development Plan in effect at the time of the submission.

ARTICLE IV PROJECT SCHEDULE

The Developer and CRA have prepared a Project Schedule setting forth specific dates for the performance of the Developer's obligations, including a construction timetable. The Project Schedule is hereby approved by the CRA and is attached hereto as Exhibit "D". Any proposed modifications to the Project Schedule shall be approved by the Contract Administrator. As contemplated herein, the Project shall be complete upon the issuance of a final, permanent certificate of occupancy for all Vertical Improvements and certificates of the Town Engineer that all Infrastructure Improvements have been completed.

ARTICLE V PROJECT COSTS AND FUNDING

5.1 Developer Funding. No later than ninety (90) days from the approval of a drainage plan for the Project by the Central Broward Water Control District for provision of off site facilities for water retention necessary to provide drainage for stormwater related to development of the Project ("CBWCD Approval Date"), the Developer shall submit to the CRA and to the Town of Davie Building Department an application for site plan approval for the construction of the Project on the Project Site. The Developer shall have one hundred eighty (180) days from the CBWCD Approval Date to secure site plan approval for the Project from the Town Council of the Town of Davie ("Town Council"). Within thirty (30) days from the date site plan approval for the Project has been obtained from the Town Council the parties shall close on the purchase of the Project Site pursuant to the terms of the Contract for Purchase and Sale that is attached to this Agreement as Exhibit "E". The Developer shall have two hundred seventy (270) days from the CBWCD Approval Date to secure all necessary approvals and building permits to construct the Project on the Project Site. Within sixty (60) days from the date that all necessary approvals and building permits for construction of the Project on the Project Site have been issued by the permitting authorities, the Developer shall close on a construction loan from a bank or lending institution, and upon such terms as are, acceptable, in the reasonable discretion of the Contract Administrator, to construct the Project, including all Vertical and Infrastructure Improvements. The Developer shall commence work on the Improvements at the Project Site within thirty (30) days from the

date of closing on the construction loan. In the event that the Developer is not able to comply with the time requirements set forth above, the CRA shall have the option of terminating this Agreement or of granting an extension of time to the Developer to secure the necessary approvals, building permits or financing to construct the Improvements. The CRA may grant reasonable extensions of time to the Developer if, in the reasonable opinion of the CRA, the Developer has demonstrated reasonable due diligence. The Project shall be completed and a certificate of occupancy issued within sixteen (16) months from the date of commencement of Vertical Improvements, as distinguished from Infrastructure Improvements, pursuant to plans approved and permitted by the Town of Davie Building Department.

Notwithstanding any other provision of this Section 5.1 or this Agreement, the closing on the purchase of the Project Site pursuant to the terms of the Contract for Purchase and Sale attached to this Agreement as Exhibit "E" shall occur, if at all, no later than July 1, 2007 (the "Outside Closing Date"). If closing does not occur by the Outside Closing Date, this Agreement shall be terminated and the remedies of Section 7.2 hereof shall apply.

5.2 CRA Contributions. At no cost to the Developer, the CRA shall provide at the property line of the Project Site a location for off site facilities for water retention necessary to provide the drainage for storm water related to the development of the Property in accordance with requirements of the Central Broward Water Control District. The Developer will be required to comply with any and all additional requirements of the Central Broward Water Control District relating to drainage for storm water as a condition of site plan approval. Additionally, the CRA shall provide financing through the use of its Commercial Loan Subsidy Program. The amount of the loan subsidy to be contributed by the CRA shall be subsequently determined in the discretion of the CRA.

5.3 Infrastructure Improvements. The Infrastructure Improvements, and the construction and installation costs associated therewith, for which the Developer is responsible are set forth in detail in Exhibit "C" attached hereto.

5.4 Funding Availability. The parties acknowledge and agree that this Agreement is subject to the availability of CRA funds.

ARTICLE VI

REPRESENTATION AND WARRANTIES OF DEVELOPER AND CRA

6.1 The Developer represents and warrants as follows:

6.1.1 Corporate Organization. The Developer is a corporation duly organized and validly existing in good standing under the laws of the State of Florida and duly qualified to do business in the State of Florida. It has all requisite corporate power and authority to own and operate its properties, to carry on its business as presently

conducted and enter into and perform its obligations under this Agreement and pursuant to each document and agreement to which it is or will be a party as contemplated by this Agreement.

6.1.2 No Consent Required. No order, license, consent, authorization or approval of, or exemption by, or the giving of notice to, or registration with or taking of any other action in respect of, any federal, state, municipal or other governmental department, commission, board, bureau, agency, or instrumentality, and no filing, recording, publication or registration in any public office or any other places now, or in the future will be, necessary on its behalf under current applicable laws to authorize the execution of this Agreement or its delivery and performance as required hereunder, to which it is or is to be a party.

6.1.3 No Conflicts. Neither the execution and delivery of this Agreement or any document will conflict with or result in any breach of, or constitute a default under any indenture, mortgage, deed of trust or other instrument or agreement to which it is a party or by which it is bound, or by which any of its property or assets is subject.

6.1.4 Power and Authorization. The Developer has full power, authority and legal right to execute and deliver, and to perform and observe the provisions of this Agreement and all other instruments provided for herein to which it is a party. The Developer has duly and effectively taken all action required on its part for the due execution, delivery and performance of this Agreement.

6.1.5 No Default. The Developer is solvent and (i) has filed all tax returns which are required to be filed by it and paid all taxes required to be paid by it; and (ii) is not in default in the payment of any taxes levied or assessed against it or any of its assets, or any judgment, order, decree, rule or regulation of any court, arbitration, administrative agency or other governmental authority to which it may be subject.

6.1.6 No Misstatements or Omissions. Neither this Agreement nor any certificate, statement or other document furnished or to be furnished by the Developer in connection with the transaction contemplated contains or will contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

6.1.7 No Tax Exempt Status. The Developer agrees that it shall not seek, request, or obtain ad valorem tax exempt status for the Project or any portion thereof from any taxing authorities.

6.1.8 The CRA represents that the execution and delivery of this Agreement has been approved at a duly convened meeting of the CRA, has been ratified by the Town Council, and the same is binding and enforceable against the CRA in accordance with its terms.

ARTICLE VII
DEVELOPER DEFAULTS, REMEDIES, TERMINATION AND FURTHER RIGHTS

7.1 Event of Default. The occurrence of any one or more of the following shall constitute an Event of Default by the Developer hereunder:

7.1.1 If the Developer defaults in the performance of any obligation imposed upon under this Agreement, unless otherwise provided herein, or if the Developer fails to complete any item required to be completed under the Project Schedule at the time called for therein, and the Developer does not commence to cure such default within thirty (30) days after delivery of notice of such default from the CRA and diligently pursue such cure to completion within sixty (60) days after delivery of such notice; or

7.1.2 If any statement, representation or warranty made by the Developer herein or in any writing now or hereafter furnished in connection herewith shall be false in any material respect; or

7.1.3 If, (a) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Developer bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of the Developer or of all or a substantial part of its assets, or (b) there is otherwise commenced as to the Developer or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for more than sixty (60) days after any stay thereof expires.

In the Event of Default as provided above, the Developer shall commence to cure such default within the thirty (30) days after delivery of notice of default by the CRA and diligently pursue such cure to completion within sixty (60) days after delivery of such notice.

If an Event of Default occurs and there is no cure, or if the Developer fails to comply with the requirements of Section 7.1 above, then Section 7.2 shall be applicable.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default hereunder, the CRA shall have the following non-exclusive rights: (i) to terminate the Agreement, (ii) to cease contribution of its funding to the Project, (iii) to immediately enforce all of its rights under this Agreement; and (iii) to avail itself of any right it may have at law or in equity.

7.2.2 In addition to and notwithstanding the remedies provided in Section 7.2.1 above, if Developer fails to comply with the timeframes for actions in accordance with the Project Schedule described in Section 5.1 and as shown in the attached Exhibit "D", unless modified as provided in Section IV hereof, the CRA may require the Developer to convey the Property subject to the Contract for Purchase and Sale to the CRA. In such event, the CRA shall provide written notice to the Developer of its intent to exercise its rights in accordance with this section within thirty (30) days of such notice. The Developer shall convey marketable title to the Property to the CRA by Special Warranty Deed free and clear of all liens and encumbrances. The CRA shall pay the purchase price of Four Hundred Thousand (\$400,000.00) Dollars, less any and all costs and expenses incurred by the CRA, including attorneys fees of the CRA, in connection with the exercise of its rights under this section 7.2.2. All costs of closing shall be borne by the Developer, including the reasonable attorneys fees of the CRA. This provision shall be enforceable by the remedy of specific performance.

7.3 Further Rights. In the event that prior to the first inspection by the Town of Davie Building Department for the Vertical Improvements, the Developer determines to sell, convey or otherwise transfer the Property to another person, firm or entity, the CRA shall have the right to repurchase the Property as provided in the Declaration of Continuing Obligations and Reservation of Rights attached to the Contract for Purchase and Sale attached hereto as Exhibit "E", up on the terms and conditions established in Section 7.2.2 hereof.

ARTICLE VIII

CRA DEFAULTS, REMEDIES, TERMINATION AND FURTHER RIGHTS

8.1 Event of Default. An Event of Default shall occur if the CRA fails to comply with the provisions of Section 5.2 hereof or to comply with any material provision of this Agreement. In the event that the Developer is not required to close on the purchase of the property pursuant to the terms of the Contract for Purchase and Sale attached as Exhibit "E" to this Agreement then this Agreement shall be terminated.

In the Event of Default as provided above, the CRA shall commence to cure such default within thirty (30) days after the delivery of such notice of default from the Developer and diligently pursue such cure to completion within sixty (60) days after delivery of such notice. If an Event of Default occurs and there is no cure, and if the CRA fails to comply with the requirements of this paragraph, then Section 8.2 shall be applicable.

8.2 Remedies. Upon the occurrence of an Event of Default, the Developer may terminate this Agreement and the Developer will have no further obligations with respect

to development of the Project. The Developer shall have the right of specific performance with regard to the CRA's performance of the terms of this Agreement and all other legal remedies.

ARTICLE IX BOND AND INSURANCE

9.1 Bond to be Provided by the Developer. Before the commencement of construction of any of the Infrastructure Improvements, the Developer shall furnish and provide to the CRA a Payment and Performance Bond in an amount representing one hundred ten (110%) percent of the costs of construction of the Infrastructure Improvements, based on certificates of cost estimates from Developer's engineer and architect and otherwise satisfying the requirements of Section 255.05, Florida Statutes (the "Bond"). The Bond must guarantee the completion of the construction of the Improvements and shall include the CRA and the Town of Davie as additional co-obligees.

9.2 Insurance. The Developer or the Developer's contractor shall maintain in full force and effect, at its sole cost, the insurance coverage set forth below in a form, content, and amount acceptable to the Town's Risk Manager:

(a) Fire and Extended Coverage: (Builder's Risk Policy) The Developer, at its expense, shall provide full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Developer, for the benefit of the CRA and Developer, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interests of the CRA are included as a loss payee and contain a waiver of subrogation rights by Developer carrier against the CRA.

(b) Worker's Compensation: Developer's contractor shall provide, carry, maintain and pay for all necessary Worker's Compensation insurance for the benefit of its employees with the following limits: Worker's Compensation-statutory limits; Employer's Liability – Five Hundred Thousand (\$500,000.00) Dollars ~~for~~ each accident; Five Hundred Thousand (\$500,000.00) Dollars disease (policy limit); and One Hundred Thousand (\$100,000.00) Dollars disease (each employee).

(c) Commercial General Liability Insurance: Developer's contractor shall, at its own expense, provide, pay for, and continuously maintain, comprehensive and all inclusive public liability and property damage insurance for the benefit of the Town, with a policy limit of not less than One Million (\$1,000,000.00) Dollars, combined single limits, which coverage shall include property damage and personal injuries,

including death. The policy shall include coverage for premises/operations; products; completed operations; contractual liability; independent contractors.

(d) Business Auto Liability: One Million (\$1,000,000.00) Dollars per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned autos; hired autos; non-owned autos.

(e) Products – Completed operations – One Million (\$1,000,000.00) Dollars.

The CRA and the Town of Davie shall be named as additional insured in both the Commercial General Liability policy provided in (c) above and the Auto Liability policy provided in (d) above.

Coverage must be issued following wording in the latest edition of the ISO Comprehensive General Liability policy and without restrictive endorsements.

Whenever, under the provisions of the Agreement, insurance is required of the Developer, the Developer shall promptly provide the following: (i) certificates of insurance evidencing the required coverage on a standard ACORD form or equivalent form; (ii) names and addresses of companies providing coverage; (iii) effective and expiration dates of policies; (iv) a provision in all policies affording the CRA thirty (30) days prior written notice by a carrier of any cancellation or material change in any policy.

Expiring certificates shall be replaced with new certificates throughout the term of this Agreement. Each such Certificate of Insurance shall be sent to and shall list the following as the Certificate Holder:

Town of Davie Community Redevelopment Agency
Town of Davie
Attn: Contracts Administration
6591 Orange Drive
Davie, Florida 33314

In the event of destruction of or damage to any of the premises and contents covered by insurance, the funds payable in pursuance of said insurance policies for repair and/or reconstruction shall be deposited in a commercial national bank located in the Town of Davie, Florida, selected by the CRA, as a trust fund. Said funds shall be used for the purposes of reconstruction or repair, as the case may be, first, all or any portion of the premises, second, improvements and third, personal property, so damaged or destroyed. Such reconstruction and repair work shall be done by the Developer in strict conformity with the ordinances of the Town

and all governmental agencies having jurisdiction. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such event, such funds shall be used as far as the same will permit in paying the cost of said reconstruction or repair and the Developer shall be responsible for the remaining funds. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived for such insurance policies, the surplus shall be payable to the Developer. Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide thirty (30) days written notice to the certificate holder.

ARTICLE X GENERAL PROVISIONS

10.1 Non-liability of CRA Officials. No member, official or employee of the CRA shall be personally liable to the Developer or to any person with whom the Developer shall have entered into any contract, or for any amount which may become due to the Developer under the terms of this Agreement.

10.2 Compliance with Procurement Procedures. In contracting for any design, engineering, or surveying services for Infrastructure Improvements, the Developer shall comply, to the extent required by law, with the requirements of the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes). In procuring the services of persons or firms to construct the Infrastructure Improvements which comprise public construction works as that term is defined in Section 255.20, Florida Statutes, regardless of the costs of such Infrastructure Improvements, the Developer shall competitively award such services as provided in Section 255.20, Florida Statutes.

10.3 Taxes and Other Charges. The Developer will pay and discharge or cause to be paid and discharged all taxes, charges, liabilities or claim of any type at any time assessed against or incurred by the Developer or which could become a lien against the Developer relating to the Project Site. Nothing in this subsection shall require the payment of any such sum if the Developer promptly notifies the CRA and by appropriate proceedings contests the same in good faith.

10.4 Authority of CRA to Monitor Compliance. During all periods of design and construction, the Contract Administrator shall have the authority (at no cost to the Developer) to monitor compliance by the Developer with the provisions of this Agreement and the Project Development Plan. Insofar as practicable, the CRA shall coordinate such monitoring activity with those undertaken by the City so as to minimize duplicate activity. To that end, during the period of construction and with twenty-four hour prior notice to the Developer, builder, representatives of the CRA and the Town

shall have the right of access to the Project Site and to every structure on the Project Site during normal engineering or building inspections for any element or sub-element of the Improvements as required by other jurisdictional authorities. Excluded from the previous notice requirements shall be building and engineering inspectors that perform such duties as governmental representatives on a regular basis. Said required inspections shall be coordinated by the Developer.

10.5 Non-Discrimination. The Developer, and any person, entity, firm or corporation engaged by the Developer in connection with the development of the Project, shall not discriminate against any person, or group of persons, on account of race, color, creed, sex, age, religion, national origin, marital status, handicap, having children or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of all of any part of the Vertical Improvements, or in the design and construction of Vertical of Infrastructure Improvements.

10.6 Public Entity Crimes. Developer warrants that it has not been placed on the convicted vendor list following a conviction for a public entity crime as defined in Section 287.133, Florida Statutes, and that it will not award a contract for any work with any contractor, supplier, subcontractor or consultant in connection with the development of the Project who has been placed on the convicted vendor list as provided in said Section 287.133.

10.7 Notices. All notices to be given hereunder shall be in writing and personally delivered, or sent by registered or certified mail, return receipt requested, or sent by telefax with copy by mail, or delivered by an overnight courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or overnight courier service, or on the date of transmission with confirmed answer back if by telefax if transmitted before 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, except that notice of a change in address shall be effective only upon receipt.

If to the CRA:

TOWN OF DAVIE
COMMUNITY REDEVELOPMENT AGENCY
Attn: Redevelopment Administrator
4700 Davie Road
Suite C
Davie, Florida 33314
Telephone No. (954) 797-2093

Fax No. (954) 797-1200

With Copy to:

Susan F. Delegal
Billing, Cochran, Heath, Lyles, Mauro,
& Anderson, P.A.
888 S.E. 3rd Avenue
Fort Lauderdale, Florida 33316
Telephone No. (954) 768-1388
Fax No. (954) 764-7279

If to the Developer:

Douglas P. Johnson, P.A.
2924 Davie Road
Suite 202
Davie, Florida 33314
Telephone No. (954) 797-6797
Fax No. (954) 583-3537

With Copy to:

Sergio Fernandez
Development Manager
JBF Associates, LLC
529 N Ft Lauderdale Beach Blvd.
Suite #100
Fort Lauderdale, FL 33304

10.8 Indemnification. The Developer agrees to indemnify and hold harmless the CRA, its officers, agents and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the CRA may suffer as a result of claims, demands, costs, or judgments against it arising under this Agreement. Nothing in this Agreement shall be construed to affect in any way the CRA's or the Town of Davie's rights, privileges and immunities as set forth in Florida Statute 768.28.

10.9 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

10.10 Amendment. This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties.

10.11 Assignment. The Developer agrees that it shall not assign or transfer this Agreement to another party or entity, without the prior written consent of the CRA. For the purposes of this Agreement, assignment or transfer shall include a transfer to a person or entity which succeeds to the business of the Developer by reason of merger, consolidation or purchase of all or substantially all of the assets of the Developer or the sale or transfer of 50% or more of the stock of the corporation comprising the Developer.

10.12 Contingent Fee. The Developer represents and warrants that it has not employed or retained any person to solicit or secure this Agreement and that it has not paid or agreed or promised to pay any person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

10.13 Independent Contractor. In the performance of this Agreement, the Developer will be acting in the capacity of an independent contractor and not as an agent, employee or partner of the CRA.

10.14 Venue: Applicable Law. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida, or United States District Court for the Southern District of Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

10.15 Permitted Delays. In addition to the other provisions of this Agreement, subject to providing written notice of such any event and the party's intention to exercise the applicability of this provision, no party to this Agreement shall be deemed in default, and the time for performance of any required act hereunder shall be extended for such period, where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods earthquakes, fires, casualty, acts of God, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, government restrictions of priority, litigation, severe weather and other acts or figures beyond the control or without the control of either party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay, and in no event shall any of the foregoing excuse any financial inability of a party.

10.16 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by both parties hereto. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with

respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, or any other rights or remedies for the same default or other default by the other party.

10.17 Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10.18 Non-merger. None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Property.

10.19 Agreement Not a Development Agreement or Order. This Agreement is not, and shall not be construed to be, a development agreement as that term is defined by Section 163.3220, Florida Statutes, et seq. and none of the provisions of Florida law applicable to development agreements pursuant to that statute or related statutes shall apply to this Agreement. No permit or order issued pursuant to, or affected by, this Agreement shall be deemed to be a development permit or development order as those terms are defined in Chapter 380, Florida Statutes, or Chapter 163, Part II, Florida Statutes.

10.20 Effective Date. This Agreement shall become effective upon the ratification by the Town Council of the Town of Davie of the Contract for Purchase and Sale for the Property (the "Effective Date").

10.21. Attorney's Fees. In the event of litigation involving this Agreement the prevailing party shall be entitled to an award of attorney's fees and costs at the trial and appellate levels.

10.22 Recordation. This Development Agreement, or a memorandum thereof, may be recorded in the Public Records of Broward County, Florida, by the CRA in its sole and absolute discretion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CRA

Signed, Sealed and Witnessed
In the Presence of:

TOWN OF DAVIE COMMUNITY
REDEVELOPMENT AGENCY,

Name of Witness Printed Above

By: _____, Chair

Attest:

Name of Witness Printed Above

By: _____
Cheryl Ellett, Secretary

DEVELOPER

DOWNTOWN DAVIE
DEVELOPMENT CORPORATION

Will Allen
Name of Witness Printed Above

By: _____
Name: Douglas Johnson
Title: Attorney/President

Attest:

Cheryl Ellett
Cheryl Ellett
Name of Witness Printed Above

By: _____

EXHIBIT "A"

DESCRIPTION:

PARCEL 1:

LOTS 23, 24 AND THE SOUTH 20 FEET OF LOT 25 OF STRONG PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND

THE SOUTH 100 FEET OF THE WEST 190 FEET OF TRACT 30 IN SECTION 26, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE "EVERGLADE LAND SALES CO. SUBDIVISION OF SECTIONS 27 AND 34, AND THE WEST ½ OF SECTIONS 26 AND 35, TOWNSHIP 50 SO., RANGE 41 E., DADE COUNTY, FLORIDA", AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE WEST 40 FEET THEREOF; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:

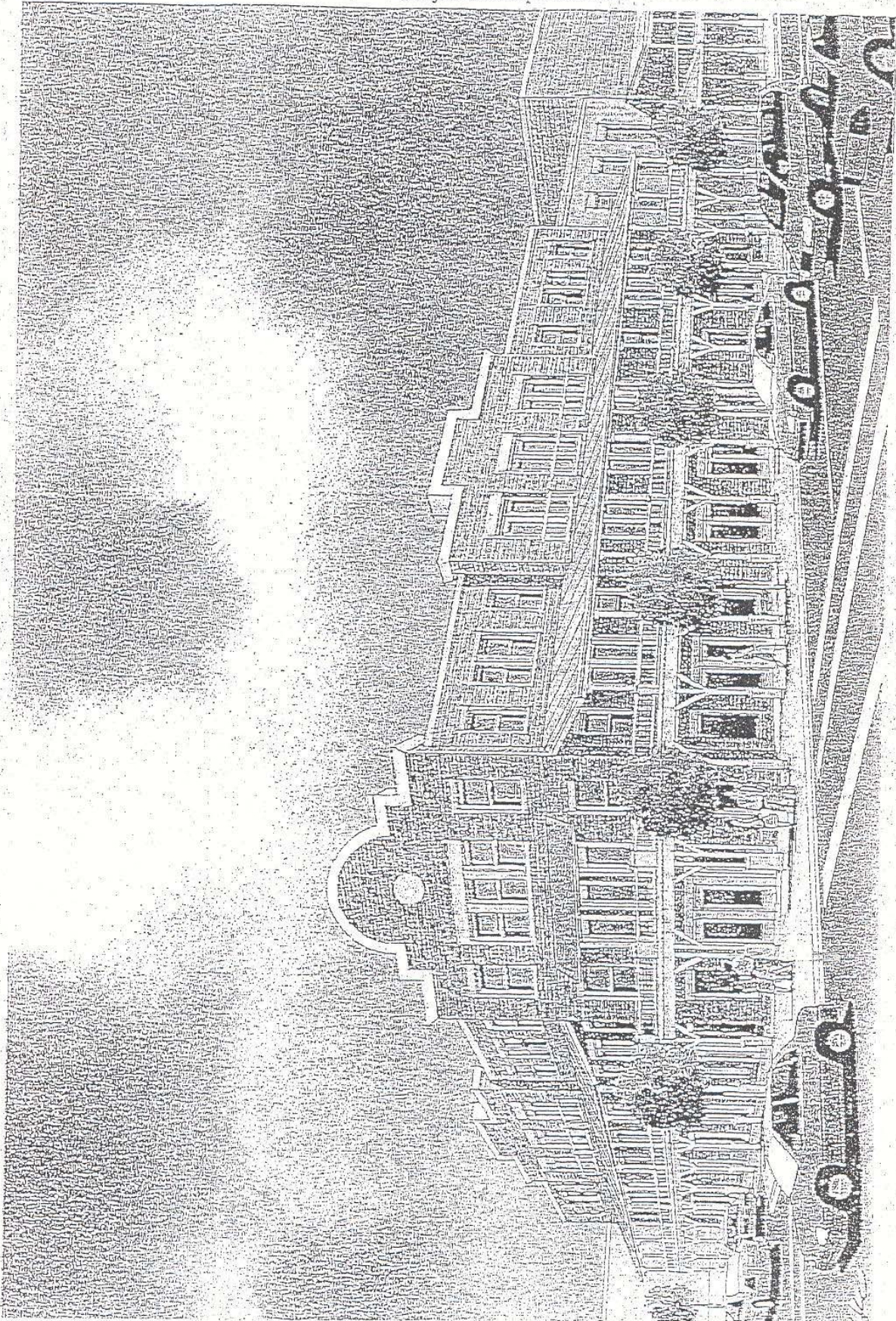
LOT 25, LESS THE SOUTH 20 FEET THEREOF, OF STRONG PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 37, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM THAT PROPERTY CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED MAY 26, 1971 IN OFFICIAL RECORDS BOOK 4509, PAGE 548, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF LOT 25 OF STRONG PARK, AS RECORDED IN PLAT BOOK 46, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, IN SECTION 26, TOWNSHIP 50 SOUTH RANGE 41 EAST WHICH IS INCLUDED IN THE EXTERNAL AREA FORMED BY A 15 FOOT RADIUS ARC WHICH IS TANGENT TO THE WEST LINE OF SAID LOT 25 AND TANGENT TO THE NORTH LINE OF SAID LOT 25.

ALL OF THE ABOVE SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, AND CONTAINING 41,952 SQUARE FEET (0.963 ACRES) MORE OR LESS.

EXHIBIT "B"

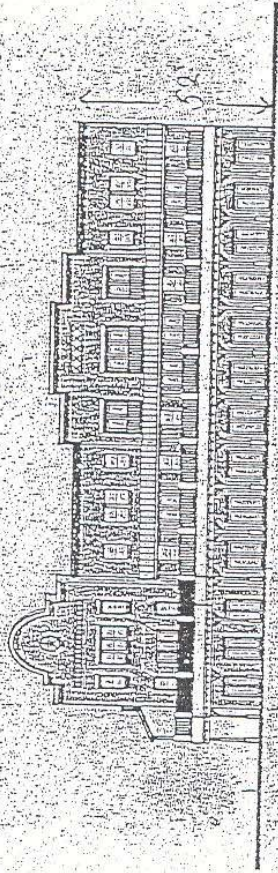
Project Development Plan



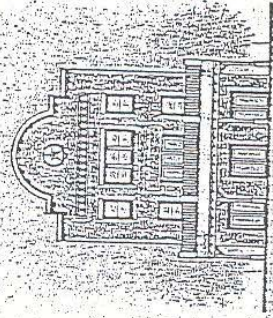
View From Northwest Corner

EXHIBIT "B"

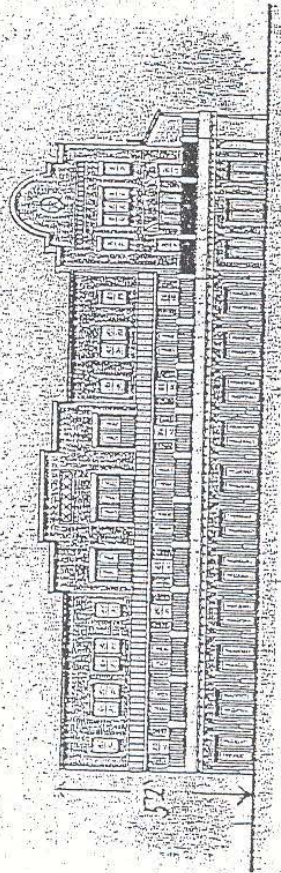
Project Development Plan



West Elevation



Corner Elevation

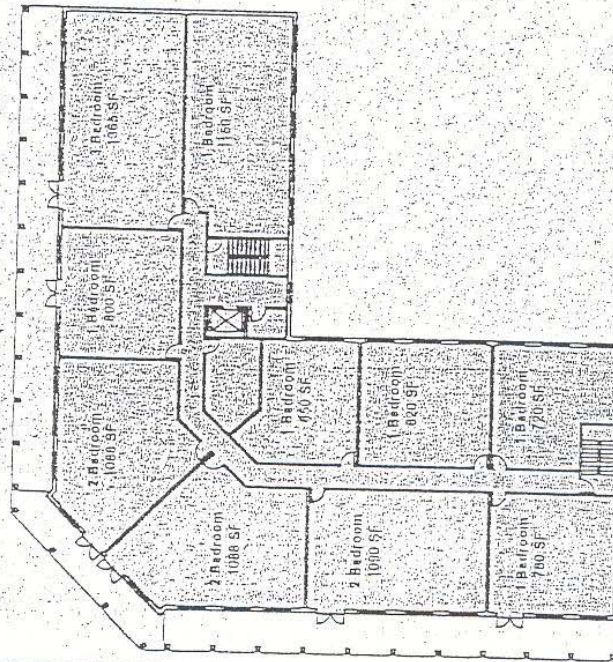


North Elevation

Elevations
SCALE: 1"=40'-0"

EXHIBIT "B"

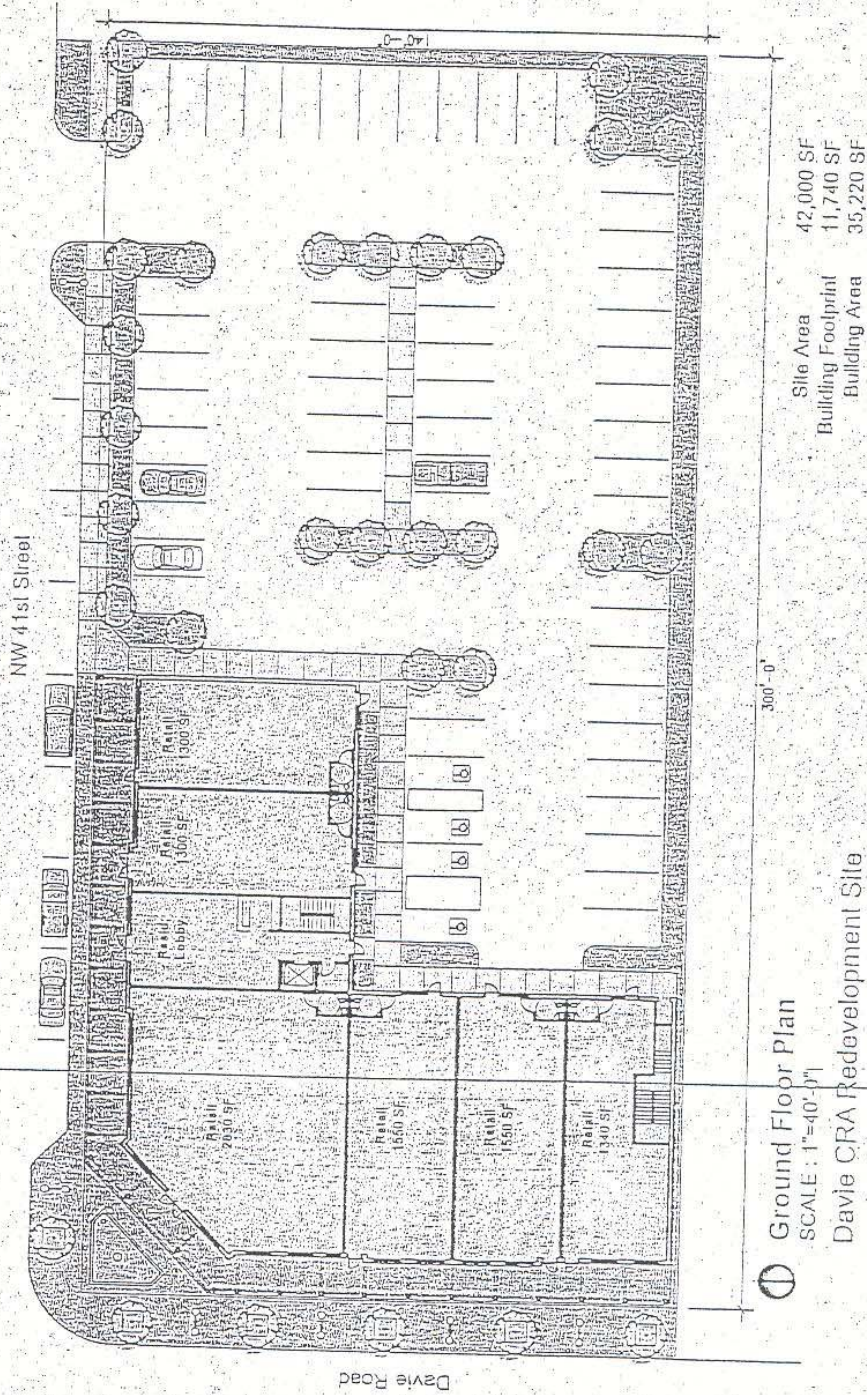
Project Development Plan



Second and Third Floor Plan
SCALE: 1"=40'-0"

Second Floor Office
Third Floor Residential

EXHIBIT "B" -
Project Development Plan



① Ground Floor Plan
SCALE : 1"=40'-0"

Davie CRA Redevelopment Site

Site Area	42,000 SF
Building Footprint	11,740 SF
Building Area	35,220 SF

EXHIBIT "C"

List of Infrastructure Improvements and Costs Associated Therewith

CA Johnson Construction, Inc.

Charles Johnson

Licensed General Contractor C.G.C # 1505616

6601 Lyons Road, Suite L-5

Coconut Creek, Florida 33073

Office 954-698-9575

Fax 954-596-9997

SITE WORK ESTIMATE

Silk Fence	\$5,280
Chainlink Fence Entire Site w/20' Gate	\$7,650
Cut Mud Road 20' X 60' = 1,200 SF W/8" Stone	\$6,000
Remove Concrete	
Septic Tank Concrete-Building Foundation	
Concrete Pad	
Equipment Needed -	
1 Excavator	\$ 1,800
2 10 Wheel Trucks @ 600 per day for 2 days	\$ 2,400
1 Jack Hammer	\$ 250
Pump out Tank	\$ 250
Cost of Dumping	\$ 800
Laborers 2 @ 40 per hour	\$ 640
Water Connection (w/ permits)	\$ 6,000
Sewer Connection (w/permits)	\$ 6,000
Street Access Opening	\$12,000
Brick Paver for Extension of Sidewalk 8,000 Bricks	\$16,000
Paving 3' w/12' Stone	\$50,400
2800 Square Yards W/Stone	
1500 Ton of Stone @ \$18.00	\$27,000
Curbing 1200 LF @ \$14.00	\$16,800
Stripes & Signage	\$ 2,100

EXHIBIT "C"

List of Infrastructure Improvements and Costs Associated Therewith

Site Lighting Based on 12 Lights \$3,000	\$36,000
24'-0" Above Ground Poles (including wiring and conduit)	
Fire Hydrants 2 @ \$3,000 each	\$ 6,000
Two Fire Dept Connection	\$ 3,000
Landscaping	\$36,000
Cut & Fill Site to Grade	
Fill Required	
Cut & Remove	
1 - Dozer 2 days @ \$640 per day	\$ 1,280
2 - Trucks 2 days @ \$600 per day each	\$ 2,400
Fill 600 cyds @ \$14.00	\$ 8,400
Survey to as Built Drawings	\$18,000
Compaction Testing	\$ 400
Termite Spraying	\$ 325
Back Fill Foundation & Compact Slab to 95%	
Roller 1 day	\$ 420
Bobcat 1 day	\$ 420
Drainage	
Catch Basins	\$15,000
Piping	\$ 8,000
Above includes machine time	
Unknown cost to connect to off site drainage (estimate)	\$40,000
 Total Estimated Costs	 \$337,015

Estimate by Charles Johnson General Contractor.

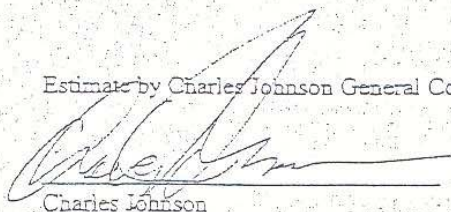

Charles Johnson

Exhibit "D"

Project Schedule

<u>Action</u>	<u>Date by which action must be completed</u>
Application for Site Plan Approval	90 days from the CBWCD Approval Date
Final Site Plan Approval by Town Council	180 days from the CBWCD Approval Date
Close on Purchase of Project Site	30 days from the date of Final Site Plan approval, but no later than July 1, 2007
Obtain Building Permit for all Vertical Improvements	270 days from the CBWCD Approval Date
Close on Construction Loan for all Improvements	60 days from issuance of Building Permit for Vertical Improvements
Commence Work on Construction of Vertical Improvements	30 days from Closing on Construction Loan
Final certificate of occupancy for all Vertical Improvements	Sixteen (16) months from date of Commencement of construction

EXHIBIT "F"

This Instrument Prepared by and Return to:

Susan F. Delegal, Esq.
Billing, Cochran, Heath, Lyles, Mauro & Anderson, P.A.
888 S.E. 3rd Avenue, Suite 301
Fort Lauderdale, FL 33316

DECLARATION OF CONTINUING OBLIGATIONS AND RESERVATION OF RIGHTS

This Declaration of Covenants and Reservation of Rights (the "Declaration") is made as of the ____ day of _____, 2006, by DOWNTOWN DAVIE DEVELOPMENT CORPORATION, a Florida corporation, with offices at 2924 Davie Road, Suite 202, Davie, Florida 33314 ("Declarant") in favor of the DAVIE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, and having offices at 4700 Davie Road, Suite C, Davie, FL 33314 ("CRA").

BACKGROUND

WHEREAS, Declarant and the CRA are parties to the following documents: (i) Contract for Sale and Purchase dated _____ (the "Purchase and Sale Contract"); and (ii) Development Agreement dated _____ (the "Development Agreement"). The Purchase and Sale Contract and the Agreement are referred to hereinafter, collectively, as the "Contract"; and

WHEREAS, the Contract contains certain specified covenants to be performed by Declarant after the closing of the transaction contemplated by the Contract and as detailed hereinafter. The Contract also provides the CRA with certain specified rights, which are to survive the closing of the transaction contemplated by the Contract, which rights would pertain in the event the Declarant were to fail to perform one or more of the Reserved Rights; and

WHEREAS, the Declarant and the CRA wish to set forth with specificity both the Continuing Obligations of the Declarant and the Reserved Rights of the CRA in this document with the intention and understanding that this Declaration shall be recorded immediately prior to the recording of the Deed to be delivered by the CRA to the Declarant at the closing of the transaction contemplated by the Contract conveying the Property to the end that the Declarant shall take title to the Property described in said Deed subject to the terms and provisions of the Declaration.

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant and the CRA do hereby agree as follows:

D. Within sixteen (16) months of the issuance of the building permits described in paragraph 3.A., obtain a certificate of occupancy for the Vertical Improvements and a certificate of completion for the Infrastructure Improvements for the Project.

The parties acknowledge that the Development Agreement contains provisions for extensions of time to be granted by the CRA for the Declarant's performance of the foregoing obligations.

4. Reservation of Rights.

A. The CRA expressly reserves the right, at its sole option and election, to repurchase the Property from the Declarant for the same Purchase Price as paid by the Declarant to the CRA in the event the Declarant shall default with respect to Sections 3.A., 3.B., 3.C. or 3.D of the Continuing Obligations, subject to, in all events, written notice from the CRA as required by the notice provisions of the Contract to (a) the Declarant and (b) the owner and holder of any mortgage then encumbering the Property which notice shall (i) set forth the alleged default, and (ii) provide the Declarant and/or said mortgagee thirty (30) days within which to cure a monetary default or commence the cure of a non-monetary default. The exercise of the Right of Repurchase shall be conditioned upon either or both the Declarant and said mortgagee failure to cure a monetary default within said thirty (30) day cure period or, in the case of a non-monetary default, a failure by either the Declarant or said mortgagee to commence to cure a non-monetary default within said thirty (30) day period or, having commenced such a cure, to fail to continuously thereafter prosecute the cure to completion.

B. The CRA reserves its authority to approve the Project Development Plan, as defined in the Development Agreement, for the Project. This approval shall be in the sole discretion of the CRA, with such reservation of approval rights running with the Property.

5. Right of First Refusal. Subsequent to the Declarant's commencement of construction of the Project, but prior to the issuance of the certificate of occupancy for the Project, should the Declarant receive a bonafide offer to purchase the Project in an arms length transaction ("Offer") which the Declarant wishes to accept, the CRA shall have a Right of First Refusal to purchase the Project upon the same terms and conditions contained in the Offer. In the event of the receipt of an Offer following the commencement of construction but prior to the issuance of a certificate of occupancy, the Declarant shall present to the CRA a true copy of the Offer which the Declarant intends to accept. Upon the Declarant's delivery of the Offer to the CRA, the CRA shall have thirty (30) days thereafter within which to elect to exercise its Right of First Refusal by the delivery of written notice to the Declarant of its exercise of its Right of First Refusal to the Property in accordance with the terms and conditions contained in the Offer and this paragraph. The closing between the Declarant and the CRA under the Right of First Refusal shall occur within thirty (30) days following the CRA's timely exercise of its Right of First Refusal. In the event the CRA fails to timely exercise its Right of First

DOWNTOWN DAVIE DEVELOPMENT
CORPORATION

By: _____
Title: _____

Signed, sealed and delivered
in our presence:

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of
June, 2006, by _____ on behalf of Downtown Davie
Development Corporation, [] who is personally know to me or [] who has produced
a drivers license or _____ as identification.

NOTARY PUBLIC

DAVIE COMMUNITY REDEVELOPMENT
AGENCY

By: _____
Title: _____

Signed, sealed and delivered
in our presence:

CONTRACT FOR PURCHASE AND SALE
(Property located at Davie Road and S.W. 41st Street)

This CONTRACT FOR PURCHASE AND SALE (the "Contract") is entered into this _____ day of _____, 2006, by and between **THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, whose mailing address is 4700 Davie Road, Suite C, Davie FL 33314 (the "Seller"), and **DOWNTOWN DAVIE DEVELOPMENT CORPORATION**, a Florida Corporation created under the laws of the State of Florida, whose mailing address is 2924 Davie Road, Suite 202, Davie, FL 33314 (the "Buyer").

WITNESSETH:

For and in consideration of the mutual covenants and obligations created hereby as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "Effective Date") shall be the date upon which the last of Seller and Buyer shall have signed this Contract or initialed any changes thereto and the Town Council of the Town of Davie has ratified the Contract.

1. Property. The property which is the subject of this Contract consists of the following: the fee simple good, marketable and insurable title to the real property described in Exhibit "A" attached hereto (the "Property"); together with all riparian rights, easements, privileges, servitudes, appurtenances and other rights pertaining to the Property. The Seller shall retain a 20 foot ingress/egress, utility and drainage easement upon the Property, as shown and legally described on Exhibit "B" attached hereto.

2. Deposit. Upon receipt of a copy of this Contract executed by Seller and Buyer, Buyer shall immediately deposit in escrow with Billing, Cochran, Heath, Lyles, Mauro & Anderson, P. A. (the "Escrow Agent") Forty Thousand and 00/100 Dollars (\$40,000.00) (the "Deposit"), which shall be placed in a separate interest-bearing escrow account under the Buyer's Federal Employer Tax Identification Number. The Deposit shall be held by Escrow Agent and utilized in accordance with the provisions of this Contract. The Deposit, if this transaction closes, shall become a credit in favor of the Buyer against the Purchase Price at Closing. If this transaction shall fail to close, the disposition of the Deposit shall be as provided herein, and the interest on the Deposit shall follow the Deposit and inure to the benefit of the party entitled thereto. Reference to the Deposit throughout this Contract shall include any and all accrued interest thereon. The bid bond in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) submitted by Buyer in favor of the Seller in connection with its response to the Request

for Proposals issued by the Town of Davie for the Property shall be returned to the Buyer upon placement of the Deposit into escrow with the Escrow Agent.

3. Purchase Price. The Purchase Price of the Property (the "Purchase Price") shall be Four Hundred Thousand and 00/100 Dollars (\$400,000.00) payable as set forth in Paragraph 13 below. The Purchase Price is subject to prorations and adjustments as herein provided.

4. Evidence of Title.

A. Within fifteen (15) days following the Effective Date, the Buyer shall obtain, at Buyer's expense, an ALTA title insurance commitment issued by a Title Insurance Company authorized to conduct business in the State of Florida (the "Title Insurance Company"), proposing to insure Buyer's title to the Property (the "Title Evidence"). Buyer shall have up to and including fifteen (15) days following Buyer's receipt of the Title Evidence (the "Title Review Period") to review the Title Evidence. If the Title Evidence reveals that title to the Property is not good, marketable and insurable in accordance with the standards adopted by the Florida Bar, then Buyer shall, within the Title Review Period, notify Seller in writing specifying the title defect(s) (the "Title Defects") and the curative action required to render such matters acceptable to Buyer. If said Title Defect(s) render title to the Property unmarketable and/or uninsurable, Seller shall have sixty (60) days from receipt of such notice within which to remove said Title Defects or Buyer may accept title to the Property "as is" without reduction in the Purchase Price and proceed to close. If Buyer does not elect to accept title to the Property "as is", or if Seller is unsuccessful in removing the Title Defects within said sixty (60) day period, despite Seller's due diligence and best efforts to remove the Title Defects, then the Buyer shall elect within ten (10) days after the end of the sixty (60) day period to either: (i) accept the title to the Property as it then is without reduction in the Purchase Price or claim against Seller therefor; or (ii) deliver to Seller a written demand for a refund of the Deposit, which shall forthwith be returned to Buyer by the Escrow Agent, and thereafter Buyer and Seller shall be released from all further obligations under this Contract. If the Buyer fails to so demand a refund of the Deposit, the Buyer shall be deemed to have elected to accept the title to the Property. Notwithstanding anything to the contrary set forth in this Paragraph 4, if title to the Property is unmarketable because of liens in a liquidated amount that can be released if satisfied by the payment of money alone, then Buyer shall accept title to the Property as it then is and, at the time of the Closing hereunder, such liens shall be paid from the cash to close, and the amount due Seller shall be reduced by such amount, or the Seller shall remove same by statutorily permitted bond. Seller agrees that Seller shall, if title to the Property is found to

be unmarketable, use its best efforts to cure the Title Defects within the time limit set forth herein, provided that Seller shall not be required to initiate litigation or expend more than Five Thousand and 00/100 Dollars to cure Title Defects, except with respect to liens discharged at Closing in accordance with this Paragraph 4.

B. If at any time subsequent to the delivery of the Title Evidence and prior to the Closing of this transaction, title to the Property is found to be subject to additional exceptions not revealed by the Title Evidence ("Additional Defects"), Buyer shall give written notice of such Additional Defects to Seller prior to the Closing Date. Any Additional Defects, other than those created by, through or under Buyer, shall be removed of record by Seller and, if necessary, Closing shall be delayed by a period not to exceed sixty (60) days to allow such removal. If such Additional Defects are not corrected within said sixty (60) day period, then Buyer shall have the same options as Buyer has been granted herein as if Seller did not cure the Title Defects.

5. Survey. Within thirty (30) days following the Effective Date, Buyer may obtain, at Buyer's expense, a currently dated survey (the "Survey") of the Property prepared by a Florida licensed surveyor which shall include a delineation of existing easements on the Property certified to the Buyer, Buyer's attorney, Buyer's Lender, if any, and the Title Insurance Company. Buyer shall deliver a sealed copy of the Survey to Seller within said thirty-day period. If the Survey shows any easements, encroachments or other matters which would impair the Buyer's proposed development of the Property, the same shall be treated as a Title Defect and such Title Defect shall be governed by the provisions contained within Paragraph 4 of this Contract.

6. Right to Enter/Inspection Period.

A. Seller hereby grants to Buyer the right to enter upon the Property during the Inspection Period as set forth below to inspect, investigate and conduct tests and environmental audits on the Property and take whatever action Buyer deems necessary or desirable to determine the Property's suitability for Buyer's intended use. Buyer shall restore the Property to the condition existing prior to Buyer conducting any tests on the Property pursuant to this Paragraph 6. Buyer shall hold Seller harmless for any damage resulting from the failure of Buyer or the agents, contractors, employees and representatives of Buyer to exercise reasonable care in the conduct of such tests, inspections or examinations. Buyer agrees to give Seller reasonable telephone notice and an opportunity to accompany Buyer or its agents prior to commencing the performance of any reviews, inspections or tests upon the Property.

B. Buyer shall have up to and including thirty (30) days following the Effective Date to conduct an examination of the Property to determine the Property's suitability for Buyer's intended use ("Inspection Period"). During the Inspection Period, Seller agrees to provide Buyer with access to any documents or information which Seller has in its possession relating to the Property, including, without limitation, surveys and title evidence.

C. Buyer shall timely pay for and hold Seller harmless from liability for all tests, services, inspections, audits and examinations performed on Buyer's behalf under this Paragraph 6 so that the Property does not become subject to any liens. Buyer has no authority or right to create liens upon the Property. If such a lien occurs, Buyer shall remove same by a statutorily permitted bond or otherwise within five (5) days of Notice from Seller.

D. Buyer or Buyer's agent or contractors entering upon the Property shall maintain at all times during its entry upon the Property comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, bodily injury, death and property damage per occurrence. Each policy of insurance shall name Seller and the Town of Davie (the "Town") as additional insureds with coverage being primary and noncontributory whether or not Seller or the Town carries other policies of insurance. A Certificate of Insurance verifying such coverage shall be delivered to Seller prior to entry upon the Property by Buyer or its agents, employees, consultants or contractors.

E. At any time prior to expiration of the Inspection Period, Buyer shall have the sole alternative, at its absolute discretion, of either (i) rejecting the Property, in which event Buyer shall notify Seller and Escrow Agent in writing prior to the expiration of the Inspection Period of Buyer's intention to terminate this Contract, whereupon Escrow Agent shall promptly return the Deposit to Buyer and both parties shall be released from any further rights and obligations hereunder; or (ii) accepting the Property and proceeding with performance of Buyer's obligations hereunder and to close this transaction, in which event Buyer shall notify Seller and Escrow Agent in writing, prior to the expiration of the Inspection Period, of Buyer's intention to proceed with this Contract. In the event Buyer fails to notify Seller of Buyer's rejection of the Property as provided herein, such failure shall be deemed an acceptance of the Property by the Buyer. If the Contract is terminated by Buyer pursuant to this Paragraph 6, then Buyer shall deliver to Seller copies of all test

results and written reports prepared by third-party consultants relating to the Property obtained during the Inspection Period or as Buyer may have available.

7. Closing Documents. At the Closing, Seller shall deliver to Buyer the following:

A. A special warranty deed, in recordable form, conveying fee simple title to the Property, subject to those exceptions accepted by Buyer pursuant to Paragraph 4 above;

B. An affidavit from Seller testifying that (i) it will take no action prior to recording the Deed to Buyer affecting the title to the Property, (ii) Seller has collected and remitted all taxes and filed all applicable tax returns in connection with the use and operation of the Property and is current in the payment of all such taxes, except for the current year's real estate taxes, (iii) there are no actions or proceedings now pending in any state or Federal court or other governmental body of which Seller is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would adversely affect the title to the Property or Seller's ability to close on the sale of the Property to Buyer, and (iv) there are no parties in possession of or with any rights to possession of any portion of the Property other than Buyer.

C. No-lien Affidavit;

D. A Certificate of Non-Foreign Status or statement complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended;

E. A Closing Statement;

F. Form 1099;

G. A Declaration of Continuing Obligations and Reservation of Rights in substantially the form attached hereto as Exhibit "C"; and

H. Such other instruments as the Title Insurance Company shall reasonably require.

8. Place of Closing. The Closing shall be held at the offices of Billing, Cochran, Heath, Lyles, Mauro & Anderson, P. A., 888 S.E. 3rd Avenue, Suite 301, Fort Lauderdale, Florida 33316, or at such other place as is agreed to by the parties.

9. Closing Date. The Closing of this transaction ("Closing") shall occur on the date specified in Paragraph 5.1 of the Development Agreement to which this Contract is an exhibit ("Closing Date").

10. Closing Costs. Buyer shall pay the costs of Buyer's inspection of the Property, Buyer's attorney's fees, Buyer's financing costs, the costs of the Title Evidence, the cost of the Survey, the costs of recording the Deed, and any title insurance premium. Seller shall pay the costs of the Florida documentary stamp tax on the Deed, Seller's legal fees, and the cost of curing Title Defects or Additional Title Defects, if any, in accordance with Paragraph 4 above.

11. Real Estate Taxes; Assessments. The parties hereto acknowledge that there are no real estate taxes currently applicable to the Property because the Property is owned by a governmental unit. The Buyer agrees to pay any and all real estate taxes levied upon the property as of the date of transfer of title of the Property to the Buyer.

All certified assessment liens shall be paid by Seller, and all other assessment liens shall be paid the Buyer.

12. Condemnation. In the event that any portion of the Property shall be threatened by or taken in condemnation or under the right of eminent domain after the Effective Date hereof and prior to the Closing Date, this Contract, at the option of Buyer, may within fifteen (15) days written notice to Seller either: (a) be declared null and void with respect to the Property; or (b) continue in effect and the proceeds received from such condemnation or eminent domain proceeding shall be retained by Seller and applied to reduce the Purchase Price, or (c) if condemnation or eminent domain proceedings are not completed, assigned at Closing to Buyer. If Buyer elects to complete the sale of the Property pursuant hereto, Seller shall not negotiate a settlement of any pending condemnation or eminent domain proceedings without the prior consent of Buyer.

13. Proceeds of Sale and Closing Procedure. At the Closing, Buyer shall pay to Seller the Purchase Price, plus or minus any prorations or adjustments permitted by this Contract. The Deposit, together with interest earned thereon, shall be applied to the Purchase Price. Payment of the Purchase Price shall be made in the form of a cashier's

check or immediately available federal wire funds payable or wired to the Seller's account or other account designated by Seller in writing.

14. Escrow.

A. During the Inspection Period, Escrow Agent agrees, by acceptance of the Deposit, to comply with the instructions of Buyer as to whether Escrow Agent shall return the Deposit to Buyer if it is not satisfied with the matters discovered during the Inspection Period or continue to hold the Deposit pursuant to the terms of this Contract. Such instructions of Buyer shall be given only with simultaneous written notice to Seller, but only after three (3) days from the date of both Escrow agent and Seller actually receiving such instructions may the Escrow Agent act in accordance with said instructions.

B. In the event of any dispute between Seller and Buyer as to the disposition of the Deposit, Escrow Agent shall have the right to interplead all parties hereto and thereupon be freed from further liability to either or both parties. The non-prevailing party in such litigation shall pay reasonable expenses incurred by Escrow Agent in connection with such interpleading, and the non-prevailing party shall pay the other party's reasonable legal and other expenses incurred in connection therewith. Except for its grossly negligent or willful acts, Escrow Agent shall be excused from all responsibility, including insolvency of any depository, and shall be indemnified and held harmless by Seller and Buyer to the extent permitted by law, from all claims, demands, liability, costs and expenses associated with its duties as Escrow Agent hereunder. Buyer acknowledges that it has been advised that Escrow Agent has acted and is also acting herein as counsel to Seller in this transaction and Buyer has no objection thereto.

C. Escrow Agent shall not charge Seller or Buyer for its services as Escrow Agent.

15. Conditions Precedent and Termination.

A. Not to the exclusion of any other conditions and remedies contained herein, the obligations of Buyer hereunder shall be subject to satisfaction of the following conditions precedent ("Conditions Precedent"):

(1) The representations and warranties made by Seller herein shall be true and correct statements of fact as said facts exist as of the Closing Date, with the

same force and effect as though such representations and warranties had been made as of the Closing Date; and

(2) All terms, covenants and provisions of this Contract to be complied with and performed by the Seller on or before the Closing Date shall have been duly complied with and performed.

If the Conditions Precedent set forth above are not satisfied on or before the Closing Date, then, at Buyer's option, Buyer may: (i) waive any or all such unsatisfied Conditions Precedent and proceed to Closing as provided herein; (ii) extend the Closing Date an additional thirty (30) days by giving Seller written notice of such extension prior to the original Closing Date; or (iii) terminate this Contract by giving Seller written notice thereof at any time prior to the Closing Date (or extended Closing Date), in which event this Contract shall be cancelled and the Deposit shall be returned to the Buyer.

B. It shall also be a condition to Buyer's and Seller's obligation to close this transaction that the Buyer has obtained final site plan approval ("Site Plan Approval") for the Property consistent with the Site Development Plan approved by the CRA and consisting of Exhibit "B" to that certain Development Agreement executed by and between the CRA and the Developer contemporaneously herewith (the "Development Agreement"). In the event Buyer has not obtained Site Plan Approval within the time frames required by the Development Agreement (the "Site Plan Approval Deadline"), this contract shall be terminated, in which event the Deposit shall be returned to Buyer, and the parties shall have no further rights or obligations hereunder, provided, however, that the Site Plan Approval Deadline may be extended by the Seller as provided in Paragraph 5.1 of the Development Agreement.

16. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer as of the Effective Date, and shall survive closing or any termination of this Contract for a period of one (1) year:

A. This Contract, and the consummation of the transactions described herein, and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller have been or shall be, duly authorized, executed and delivered by, and, upon delivery thereof, shall be binding upon and enforceable against Seller in accordance with their respective terms.

B. Seller has the legal right, power and authority to enter into this Contract and to perform all of its obligations hereunder, except that the parties acknowledge that the Contract must be ratified by the Town Council of the Town of Davie prior to its effectiveness.

C. Seller has not granted any option or other right to purchase or otherwise acquire any portion of the Property, or any interest therein, to any party except Buyer pursuant to this Contract. The Property is vacant and there are no tenants legally occupying the Property.

D. Seller holds record fee simple absolute title to the Property.

E. Seller is not a foreign person and is not in any manner controlled by a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

F. To the best knowledge of Seller, Seller has not received any notice of violation of any applicable law pertaining to the Property or any portion thereof, the provisions of which have not been complied with, nor does Seller have knowledge of any such violation.

G. As of the Effective Date, to Seller's actual knowledge no Hazardous Substances (as hereinafter defined) have been released or discharged into any waterbed on the Property or the Property itself, and no Hazardous Substances (as defined in Paragraph 19 below) are present on the Property in violation of any state, local or federal rule or statute.

17. Representations and Warranties of Buyer. Buyer represents and warrants that it has the lawful authority to purchase the Property and to otherwise carry out the terms of this Contract, and the execution and delivery of this Contract and the performance thereof is not prohibited by or inconsistent with any agreement to which Buyer is a party or pursuant to which Buyer exists as a legal entity. Buyer also represents and warrants that it is a duly formed, validly existing corporation under the laws of Florida, and that all necessary authorizations and approvals have been obtained authorizing Buyer to execute this Contract and consummate the transaction contemplated hereby.

18. Property Sold As Is, Where Is: Release.

A. Seller makes and shall make to Buyer no warranty regarding title to the Property except as to any warranties which will be contained in the instruments to be delivered by Seller at Closing in accordance with this Contract, except as specifically set forth in this Contract, and Seller makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in this Contract) regarding the condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, impact fees, concurrency, economic feasibility or any other matters whatsoever with respect to the Property. Buyer specifically acknowledges and agrees that Seller shall sell and Buyer shall purchase the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, except for the Seller's warranties specifically set forth in this Contract, Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller, its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical condition of the Property, (2) the quality, nature, adequacy, or physical condition of soils, fill, geology, or any groundwater, (3) the existence, quality, nature, adequacy or physical condition of utilities serving the property, (4) the development potential, income potential, or expenses of the Property, (5) the Property's value, use, habitability, or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, order, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, environmental laws, (9) the presence of Hazardous Materials (as defined in subparagraph (D) below) or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (10) the freedom of the Property from latent or apparent vices or defects, (11) peaceable possession of the Property, (12) environmental matters of any kind or nature whatsoever relating to the Property, (13) any development order or agreement, or (14) any other matter or matters of any nature or kind whatsoever relating to the Property. Notwithstanding the foregoing the parties stipulate and agree that Buyer's and Seller's obligation to close this transaction is conditioned upon the performance or occurrence of the Conditions Precedent set forth in Paragraph 15 of this Contract or waiver thereof.

B. Buyer shall have no rights or claims whatsoever against Seller for damages, rescission of the sale, or reduction or return of the Purchase Price because of

any matter not specifically warranted to Buyer in this Contract by Seller, and all such rights and claims are hereby expressly waived by Buyer.

C. Buyer acknowledges and agrees that any information which was or is provided to Buyer by Seller or its agents or contractors is provided solely as an accommodation to Buyer and may contain errors or omissions and may be incomplete. Buyer understands that Buyer has no right to rely upon any such information and recognizes that Buyer must determine all facts and circumstances with respect to the Property through its own investigations and with the advice of Buyer's own agents and consultants during the Inspection Period. Buyer hereby releases Seller and its agents from any claims Buyer might otherwise have based upon any errors or omission in such materials, except to the extent such errors or omissions are a result of Seller's willful misrepresentation.

D. BUYER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, AND AGREES NOT TO MAKE ANY CLAIM OR BRING ANY COST RECOVERY ACTION OR CLAIM FOR CONTRIBUTION OR OTHER ACTION OR CLAIM AGAINST SELLER AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, OR ASSIGNS OR TO INSTITUTE LEGAL ACTION AGAINST, OR CAUSE TO BE JOINED IN ANY LEGAL ACTION, SELLER BASED ON (1) ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, INCLUDING CERCLA OR ANY STATE EQUIVALENT, OR ANY SIMILAR LAW NOW EXISTING OR HEREAFTER ENACTED; (2) ANY DISCHARGE, DISPOSAL, RELEASE, OR ESCAPE OF ANY CHEMICAL, OR ANY MATERIAL WHATSOEVER, ON, AT, TO, OR FROM THE PROPERTY, OR INCLUDING ANY HAZARDOUS MATERIALS (AS HEREAFTER DEFINED); (3) ANY ENVIRONMENTAL CONDITIONS WHATSOEVER ON, UNDER, OR IN THE VICINITY OF THE PROPERTY; OR (4) ANY REMEDIATION OF HAZARDOUS MATERIALS AND BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ALL LIABILITY, COSTS (INCLUDING ATTORNEYS' FEES AND COSTS AT THE TRIAL AND AT ALL APPELLATE LEVELS), AND DAMAGES WITH RESPECT TO ALL OF THE FOREGOING. As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., or the Clean Water Act, 33 U.S.C. § 1321 et seq., and in the regulations promulgated

pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as "hazardous substances"; (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws or regulations; and (iv) any material, waste or substance which is petroleum, asbestos, polychlorinated biphenyls, flammable explosives or radioactive materials. Notwithstanding the foregoing, Buyer shall not be obligated to indemnify Seller in respect of illegal actions by Seller or those for which Seller is legally responsible.

19. Attorney's Fees; Waiver of Trial by Jury and Venue.

A. In the event of litigation involving this Contract, the prevailing party shall be entitled to an award of costs and attorney's fees at the trial and appellate levels. Both parties waive trial by jury and stipulate that venue of any legal proceedings shall be in Broward County, Florida.

B. Each party acknowledges that this Contract is a sophisticated legal document. Accordingly, justice will best be served if issues regarding this Contract are heard by a judge in a court proceeding, and not a jury. Each party agrees that any claim, demand, action, or cause or action, with respect to any action, proceeding, claim, counterclaim, or cross-claim, whether in Contract or in tort (regardless if the tort action is presently recognized or not), based on, arising out of, in connection with or in any way related to this Contract, the documents (including, without limitation, any declaration), any course of conduct, course of dealing, verbal or written statement, validation, protection, enforcement action or omission of any party shall be heard by a judge in a court proceeding and not a jury.

20. Default. In the event of a failure by Buyer or Seller to perform any obligation or covenant which either of them is obligated to perform under this Contract, except for the failure to close in accordance with the terms of this Contract, which failure shall constitute an immediate default hereunder, no default shall occur until notice thereof is given to the defaulting party by the other party hereto asserting an event of default has occurred, describing the nature of the default, and giving a period of five (5) days to cure the default, if readily curable by the payment of money, or a period of thirty (30) days to cure the default, if not readily curable by the payment of money. If after notice and the cure period provided in the preceding sentence, the Buyer is in default, then the balance of the Deposit shall be paid to and retained by and for the account of Seller as agreed and liquidated damages and in full settlement of any claims whatsoever, and this Contract shall terminate and be of no further force or effect. If Seller fails to perform any of its covenants set forth in

this Contract or fails to properly convey the Property when obligated to do so in accordance with the terms hereof, Buyer shall be entitled to receive the return of the Deposit.

21. Assignment. This Contract may only be assigned or transferred by Buyer upon the prior written consent of the Seller. For the purposes of this Agreement, assignment or transfer shall include a transfer to a person or entity which succeeds to the business of the Buyer by reason of merger, consolidation or purchase of all or substantially all of the assets of the Buyer or the sale or transfer of 50% or more of the stock of the corporation comprising the Buyer.

22. Survival of Covenants and Special Covenants. The terms, covenants, representations, and warranties of this Contract shall survive the Closing, to the extent provided herein, except where expressly provided otherwise.

23. Notices. All notices, request, consents, instructions, and communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or nationally recognized overnight courier service, or mailed (air mail if international) by registered or certified mail (postage prepaid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Paragraph 23.

IF TO SELLER: **TOWN OF DAVIE COMMUNITY REDEVELOPMENT
AGENCY**
Attn: Redevelopment Administrator
4700 Davie Road, Suite C
Davie, Florida 33314
Telephone No. (954) 797-2093
Fax No. (954) 797-1200

Copy to: Susan F. Delegal
Billing, Cochran, Heath, Lyles, Mauro
& Anderson, P.A.
888 SE 3rd Avenue

Fort Lauderdale, Florida 33316
Telephone No. (954) 768-1388
Fax No. (954) 764-7279

IF TO BUYER: **DOUGLAS P. JOHNSON, P.A.**

Douglas P. Johnson
2924 Davie Road
Suite 202
Davie, Florida 33314
Telephone No. (954) 797-6797
Fax No. (954) 583-3537

Copy to: John S. Andrews, Esq.
1501 N.E. 4th Avenue
Fort Lauderdale, FL 33304
Telephone: 954-522-6700 x1
Fax: 954-765-1325

Each such notice, request, or other communication shall be considered given and shall be deemed delivered (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by telex or telegraph or telecopier if transmitted before 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a nonbusiness day; or (c) on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Rejection, refusal to accept, or inability to deliver of which no notice was given shall be deemed to be a receipt of such notice, request, or other communication. The respective attorneys for Seller and Buyer are hereby authorized to give any notice pursuant to this Contract on behalf of their respective clients.

24. Miscellaneous.

A. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same agreement.

B. Governing Law; Venue. This Contract shall be governed by Florida law. No amendments to this Contract shall be effective unless signed by both parties and in writing. Venue for any legal proceedings shall be in Broward County, Florida.

C. Complete Agreement. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

D. Partial Invalidity. In the event that any paragraph or portion of this Contract is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Contract shall be stricken from and construed for all purposes not to constitute a part of this Contract, and the remaining portion of this Contract shall remain in full force and effect and shall, for all purposes, constitute the entire agreement.

E. Construction of Contract. All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Contract and that this Contract has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Contract shall not be construed or interpreted for or against any party hereto based upon authorship.

F. Waiver of Breach. The failure of any party hereto to enforce any provisions of this Contract shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Contract, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Contract shall be held to constitute a waiver of any other or subsequent breach.

G. Time. Time is of the essence of this Contract.

25. Brokerage. Seller and Buyer each warrant and represent to the other that they have not dealt or consulted with any real estate broker or agent in connection with the Property or this transaction. To the extent permitted by law, Seller shall indemnify and hold Buyer harmless from and against any and all claims of all brokers and finders claiming by, through or under Seller and in any way related to the sale and purchase of the Property or this Contract including, without limitation, attorneys' fees and expenses incurred by Buyer at the trial level and all levels of appeal in connection with such claim. Buyer shall indemnify and hold Seller harmless from and against any and all claims of all brokers and finders claiming by, through or under Buyer and in any way related to the sale and purchase of the Property or this Contract, including, without limitation, attorneys' fees and expenses incurred by Seller at the trial level and at all levels of appeal in connection with such claim.

28. Recordation. Neither this Contract, nor any memorandum hereof, shall be recorded in the Public Records of Broward County, Florida.

29. Effectiveness of Contract. This Contract shall not be effective until ratified by the Town Council of the Town of Davie.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

SELLER

WITNESSES:

sign _____

print _____

sign _____

print _____

**TOWN OF DAVIE COMMUNITY
REDEVELOPMENT AGENCY**

By: _____, Chair

Attest:

By: _____

BUYER

WITNESSES:

sign Cheryl L. Elett

print Cheryl L. Elett

sign Will Allen

print Will Allen

**DOWNTOWN DAVIE DEVELOPMENT
CORPORATION**

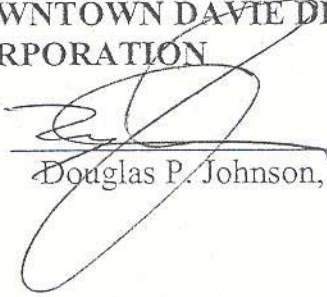
By: 
Douglas P. Johnson, President

EXHIBIT "A"

DESCRIPTION:

PARCEL 1:

LOTS 23, 24 AND THE SOUTH 20 FEET OF LOT 25 OF STRONG PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND

THE SOUTH 100 FEET OF THE WEST 190 FEET OF TRACT 30 IN SECTION 26, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE "EVERGLADE LAND SALES CO. SUBDIVISION OF SECTIONS 27 AND 34, AND THE WEST ½ OF SECTIONS 26 AND 35, TOWNSHIP 50 SO., RANGE 41 E., DADE COUNTY, FLORIDA", AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE WEST 40 FEET THEREOF; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:

LOT 25, LESS THE SOUTH 20 FEET THEREOF, OF STRONG PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 37, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM THAT PROPERTY CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED MAY 26, 1971 IN OFFICIAL RECORDS BOOK 4509, PAGE 548, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF LOT 25 OF STRONG PARK, AS RECORDED IN PLAT BOOK 46, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, IN SECTION 26, TOWNSHIP 50 SOUTH RANGE 41 EAST WHICH IS INCLUDED IN THE EXTERNAL AREA FORMED BY A 15 FOOT RADIUS ARC WHICH IS TANGENT TO THE WEST LINE OF SAID LOT 25 AND TANGENT TO THE NORTH LINE OF SAID LOT 25.

ALL OF THE ABOVE SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, AND CONTAINING 41,952⁷ SQUARE FEET (0.963 ACRES) MORE OR LESS.

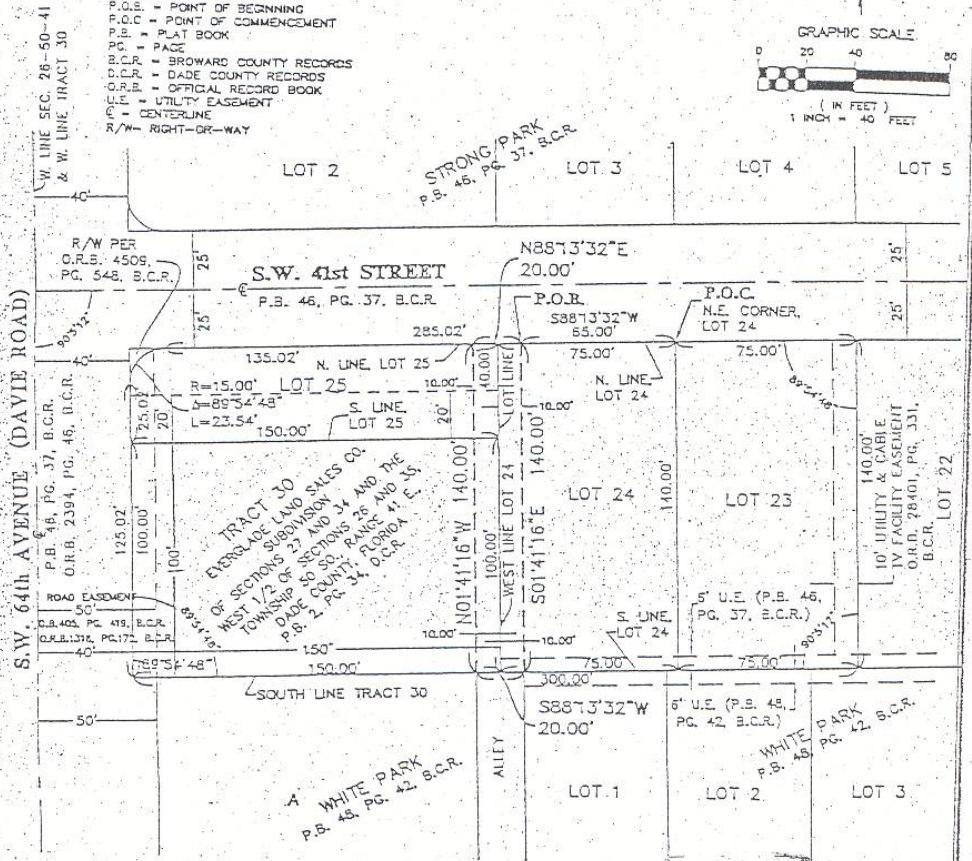
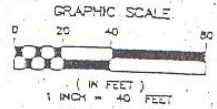
DESCRIPTION - 20' INGRESS/EGRESS, UTILITY AND DRAINAGE EASEMENT

SHEET 1 OF 1

A 20' STRIP BEING A PORTION OF LOT 24 AND LOT 25 OF STRONG PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF TRACT 30 IN SECTION 26, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE "EVERGLADE LAND SALES CO. SUBDIVISION OF SECTIONS 27 AND 34, AND THE WEST 1/2 OF SECTIONS 26 AND 35, TOWNSHIP 50 SOUTH, RANGE 41 EAST, DADE COUNTY, FLORIDA," AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHEAST CORNER OF LOT 24; THENCE SOUTH 88°13'32" WEST ALONG THE NORTH LINE OF SAID LOT 24, 65.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°41'16" EAST ALONG A LINE 10 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 24, 140.00 FEET TO THE SOUTH LINE OF SAID LOT 24; THENCE SOUTH 88°13'32" WEST 20.00 FEET; THENCE NORTH 01°41'16" WEST ALONG A LINE 10 FEET WEST OF AND PARALLEL WITH AFORESAID WEST LINE OF LOT 24, 140.00 FEET TO THE NORTH LINE OF SAID LOT 25; THENCE NORTH 88°13'32" EAST 20.00 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVE, BROWARD COUNTY, FLORIDA.

LEGEND:
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK
PG. = PAGE
B.C.R. = BROWARD COUNTY RECORDS
D.C.R. = DADE COUNTY RECORDS
O.R.B. = OFFICIAL RECORD BOOK
U.E. = UTILITY EASEMENT
C = CENTERLINE
R/W = RIGHT-OF-WAY



SKETCH AND DESCRIPTION

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

DATE	REVISION	TO	BY
06/01/04	REVISION TO LEGAL DESCRIPTION		
06/01/04	REVISIONS		
DRAWN BY:	PH	CHECKED BY:	

CERTIFIED TO:
TOWN OF DAVE COMMUNITY REDEVELOPMENT AGENCY
20' INGRESS/EGRESS, UTILITY AND DRAINAGE EASEMENT

MILLER LEGG

South Florida Office: 1800 North Douglas Road - Suite 200
Fort Lauderdale, Florida 33304-4200
354-436-7000 • Fax: 354-436-2666
www.millerlegg.com

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND ENGINEERS IN CHAPTER 11012-4, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 475.02, FLORIDA STATUTES.

DATED THIS 19th DAY OF MAY, 2004 A.D.

Martin P. Ross
MARTIN P. ROSS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 00557
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RASSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
CERTIFICATE OF AUTHORIZATION: 000000

PROJECT NO. 06-00195 FILE NO.

EXHIBIT "C"

This Instrument Prepared by and Return to:

Susan F. Delegal, Esq.
Billing, Cochran, Heath, Lyles, Mauro & Anderson, P.A.
888 S.E. 3rd Avenue, Suite 301
Fort Lauderdale, FL 33316

DECLARATION OF CONTINUING OBLIGATIONS AND RESERVATION OF RIGHTS

This Declaration of Covenants and Reservation of Rights (the "Declaration") is made as of the ____ day of _____, 2006, by DOWNTOWN DAVIE DEVELOPMENT CORPORATION, a Florida corporation, with offices at 2924 Davie Road, Suite 202, Davie, Florida 33314 ("Declarant") in favor of the DAVIE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, and having offices at 4700 Davie Road, Suite C, Davie, FL 33314 ("CRA").

BACKGROUND

WHEREAS, Declarant and the CRA are parties to the following documents: (i) Contract for Sale and Purchase dated _____ (the "Purchase and Sale Contract"); and (ii) Development Agreement dated _____ (the "Development Agreement"). The Purchase and Sale Contract and the Agreement are referred to hereinafter, collectively, as the "Contract"; and

WHEREAS, the Contract contains certain specified covenants to be performed by Declarant after the closing of the transaction contemplated by the Contract and as detailed hereinafter. The Contract also provides the CRA with certain specified rights, which are to survive the closing of the transaction contemplated by the Contract, which rights would pertain in the event the Declarant were to fail to perform one or more of the Reserved Rights; and

WHEREAS, the Declarant and the CRA wish to set forth with specificity both the Continuing Obligations of the Declarant and the Reserved Rights of the CRA in this document with the intention and understanding that this Declaration shall be recorded immediately prior to the recording of the Deed to be delivered by the CRA to the Declarant at the closing of the transaction contemplated by the Contract conveying the Property to the end that the Declarant shall take title to the Property described in said Deed subject to the terms and provisions of the Declaration.

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant and the CRA do hereby agree as follows:

D. Within sixteen (16) months of the issuance of the building permits described in paragraph 3.A., obtain a certificate of occupancy for the Vertical Improvements and a certificate of completion for the Infrastructure Improvements for the Project.

The parties acknowledge that the Development Agreement contains provisions for extensions of time to be granted by the CRA for the Declarant's performance of the foregoing obligations.

4. Reservation of Rights.

A. The CRA expressly reserves the right, at its sole option and election, to repurchase the Property from the Declarant for the same Purchase Price as paid by the Declarant to the CRA in the event the Declarant shall default with respect to Sections 3.A., 3.B., 3.C. or 3.D of the Continuing Obligations, subject to, in all events, written notice from the CRA as required by the notice provisions of the Contract to (a) the Declarant and (b) the owner and holder of any mortgage then encumbering the Property which notice shall (i) set forth the alleged default, and (ii) provide the Declarant and/or said mortgagee thirty (30) days within which to cure a monetary default or commence the cure of a non-monetary default. The exercise of the Right of Repurchase shall be conditioned upon either or both the Declarant and said mortgagee failure to cure a monetary default within said thirty (30) day cure period or, in the case of a non-monetary default, a failure by either the Declarant or said mortgagee to commence to cure a non-monetary default within said thirty (30) day period or, having commenced such a cure, to fail to continuously thereafter prosecute the cure to completion.

B. The CRA reserves its authority to approve the Project Development Plan, as defined in the Development Agreement, for the Project. This approval shall be in the sole discretion of the CRA, with such reservation of approval rights running with the Property.

5. Right of First Refusal. Subsequent to the Declarant's commencement of construction of the Project, but prior to the issuance of the certificate of occupancy for the Project, should the Declarant receive a bonafide offer to purchase the Project in an arms length transaction ("Offer") which the Declarant wishes to accept, the CRA shall have a Right of First Refusal to purchase the Project upon the same terms and conditions contained in the Offer. In the event of the receipt of an Offer following the commencement of construction but prior to the issuance of a certificate of occupancy, the Declarant shall present to the CRA a true copy of the Offer which the Declarant intends to accept. Upon the Declarant's delivery of the Offer to the CRA, the CRA shall have thirty (30) days thereafter within which to elect to exercise its Right of First Refusal by the delivery of written notice to the Declarant of its exercise of its Right of First Refusal to the Property in accordance with the terms and conditions contained in the Offer and this paragraph. The closing between the Declarant and the CRA under the Right of First Refusal shall occur within thirty (30) days following the CRA's timely exercise of its Right of First Refusal. In the event the CRA fails to timely exercise its Right of First

DOWNTOWN DAVIE DEVELOPMENT
CORPORATION

By: _____
Title: _____

Signed, sealed and delivered
in our presence:

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of
June, 2006, by _____ on behalf of Downtown Davie
Development Corporation, [] who is personally know to me or [] who has produced
a drivers license or _____ as identification.

NOTARY PUBLIC

DAVIE COMMUNITY REDEVELOPMENT
AGENCY

By: _____
Title: _____

Signed, sealed and delivered
in our presence:

* * * * *

THIS PAGE
INTENTIONALLY
LEFT BLANK

* * * * *